57, and cases there cited. This case held, (CULLEN, C. J. dissenting,) that a carrier having possession of a wild animal for transportation is not within the rule that the keeper of such an animal is liable for injuries caused by it irrespective of negligence on his part. See 21 HARV. L. REV. 441; 8 COL. L. REV. 223 and cases there cited. Upon its own peculiar facts that decision was undoubtedly correct, but as in the principal case the defendant brought the wild animals to the theater for his own purposes and then invited the general public to visit the premises the defendant is brought within the rule which fixes upon one who harbors a wild animal an absolute liability for injuries suffered as a result of his own acts. For a criticism of the general rule see, COOLEY, TORTS, (3rd ed.), § 706. For a full discussion of the question see note on page 287 of 97 Am. St. Reps., also note 11 L. R. A. (N. S.) 748, and article by T. BEVEN, in 22 HARV. L. REV. 465-491.

TRUSTS—EFFECT OF DEPOSITS IN TRUST.—A. B. opened an account in a Savings Bank in his own name "in trust for C. D., sister." C. D. was not notified that she had been made cestui que trust of the deposit. A. B. died in the lifetime of C. D. without withdrawing the deposit. *Held*, at death of A. B. a trust in the deposit became absolute, and C. D. was entitled thereto. *Fiocchi* v. *Smith* (N. J. Eq. 1916), 97 Atl. 283.

The decisions on the question here involved may be classified into three groups. By the weight of authority the facts given would effect an irrevocable trust. *Sayre* v. *Weil*, 94 Ala. 466, 10 So. 546; *Booth* v. *Oakland Savings Bank*, 122 Calif. 19; *Harris Banking Co.* v. *Miller*, 190 Mo. 640; *Milholland* v. *Whalen*, 89 Md. 212; *Martin* v. *Funk*, 75 N. Y. 34; *Scott* v. *Harbeck*, 49 N. Y. 292; *Merigan* v. *McGonigle*, 205 Pa. St. 321; *Robinson* v. *Appleby*, 173 N. Y. 626, 66 N. E. 1115; *Robinson* v. *McCarthy*, 54 App. Div. 103, 66 N. Y. Supp. 327. The principal case is typical of the second group in which it is held that the trust is tentative, and revocable. *Latton* v. *Van Ness*, 184 N. Y. 601, 77 N. E. 1190; *Cunningham* v. *Davenport*, 147 N. Y. 43, 41 N. E. 412; *In re Totten*, 179 N. Y. 112, 71 N. E. 748, 3 MICH. L. REV. 70, but see *Mathias* v. *Fowler*, 124 Md. 655, 93 Atl. 298; *Citizens National Bank* v. *McKenna*, 168 Mo. App. 254, 153 S. W. 521. In these cases it is usually held that the trust becomes irrevocable by notice to the cestui, or by the death of the depositor. The doctrine of a tentative trust seems to rest on policy rather than logic. In the third group are found decisions which deny the existence of any trust on the facts of the principal case. *Clark* v. *Clark*, 108 Mass. 522; *Stone* v. *Bishop*, 23 Fed. Cases No. 13482; *Jewett* v. *Shattuck*, 124 Mass. 590; *Brabrook* v. *Five Cent Saving Bank*, 104 Mass. 228; *Marcy* v. *Amazean*, 61 N. H. 131, 60 Am. Rep. 320.

WILLS—WITNESSES SIGNING BEFORE TESTATOR.—The deceased, before he signed his will, requested J to witness it as his will, and J signed his name to the paper. Thereafter deceased took the paper to R, who witnessed it, and deceased, in the presence of R, subscribed his name to the document, but this subscription was never acknowledged to J nor did J ever see the paper with the deceased's name attached thereto. *Held*: Under KENTUCKY

STATUTES, § 4828, declaring that no will shall be valid unless it is in writing, with the name of the testator subscribed thereto, and, if not wholly written by the testator, the subscription shall be made or the will acknowledged by him in the presence of at least two credible witnesses, who shall subscribe the will with their names in the presence of the testator, the will was not duly executed, as J's signature could not lend efficacy to the subsequent signature of the deceased, which was never acknowledged to him. *Limbach* v. *Bolin* (Ky. 1916), 183 S. W. 495.

Under the statute in question the will might receive legal validity in two ways: (1) by the testator subscribing it in the presence of two witnesses, they attesting it by subscribing their names in his presence; (2) by the testator acknowledging the will in the presence of the two witnesses, they attesting by their signatures in his presence. All statutes of wills require that wills be either signed or subscribed by the testator in order to render them valid and effectual for the disposition of property. Upon the question of what constitutes a sufficient signing, there are a number of varying statutes and judicial interpretations thereon. The statute in Kentucky says that the will must be "subscribed" by the testator. § 4828, KY. STATUTES. In *Soward* v. *Soward*, 1 Duval (72 Ky.) 126, this was held to mean signed at the end. The English rule under the STATUTE OF FRAUDS, 29 Car. II, as determined in *Lemayne* v. *Stanley*, (1681) 3 Lev. 1, that if the name of the testator appeared anywhere on the instrument, *with the intention that it should be considered as a signature*, it is a sufficient signing, has been followed in a number of states ,although later changed by the WILLS ACT of 1837. See 13 MICH L. REV. 616; 9 MICH L. REV. 342. But in the principal case, the signature of the testator was not placed at the end of the paper—as required by the statute and the interpretation thereof—until after J, the first witness, at testator's request, had attested and subscribed what purported to be the will of the testator. Therefore, this will did not receive legal validity under the first of the two ways mentioned supra. But would the fact that one of the witnesses subscribed the will before the testator signed it affect its validity? In other words, what is the effect of the witness' signing first, provided the attestation of the due execution of the will is done at the same time or on the same occasion, although subsequent to the signing. In *O'Brien* v. *Galagher*, 26 Conn. 229; *Gibson* v. *Nelson*, 181 Ill. 122, 54 N. E. 901, 72 Am. St. Rep. 254; *Swift* v. *Wiley*, 1 B. Mon. (40 Ky.) 114; *Cutler* v. *Cutler*, 130 N. C. 1, 40 S. E. 689, 89 Am. St. Rep. 854, 57 L. R. A. 209; *Miller* v. *McNeil*, 35 Pa. St. 217, 78 Am. Dec. 333; *Kaufman* v. *Caughman*, 49 S. C. 159, 27 S. E. 16, 61 Am. St. Rep. 808; *Rosser* v. *Franklin*, 6 Gratt. (Va.) 1, 52 Am. Dec. 97; *In Re Horn's Estate*, 161 Mich. 20, 125 N. W. 696, 26 L. R. A. (N. S.) 1126, the courts held the will well executed although the witnesses signed before the testator. But in *Brooks* v. *Woodson*, 87 Ga. 379, 13 S. E. 712, 14 L. R. A. 160; *Jackson* v. *Jackson*, 39 N. Y. 153; *Sisters of Charity* v. *Kelly*, 67 N. Y. 413; *Cooper* v. *Brockett*, 3 Curt. 648, 7 Eng. Ecc. 537; *Reed v. Watson*, 27 Ind. 432, it was held that the signing of the names of the witnesses must be done after the will is signed and attested, there

being nothing to attest until his signature has been annexed. See 8 MICH. L. REV. 690; 5 MICH. L. REV. 147. It is worthy of note, however, in all the cases which sustain the execution of wills where the witnesses signed before the testator that the signature of the testator was placed on the instrument later in the presence of all of the witnesses, and all were part of one continuous and entire transaction. But even if it be admitted that the prior signature of the witness does not affect the validity under the circumstances suggested, yet there was no valid execution of the will in the principal case, because the testator not only did not sign the paper in the presence of both witnesses, but he never acknowledged his signature in their presence, the second way mentioned above to give the will validity. The court said in the course of its opinion, "The paper which the testator must acknowledge to the attesting witnesses must, at the time of such acknowledgement, be a completed or finished will so far as the requirements which the statute imposes upon the testator are concerned. This is not done under our statute until the testator has subscribed it."

WORKMEN'S COMPENSATION ACT—INJURY ON VESSEL ENGAGED IN INTERSTATE COMMERCE.—Defendant is a corporation engaged in operating a steamboat on the Great Lakes between Duluth, Minnesota, and ports in other states. The Berwind Fuel Company is an employer owning a dock at Duluth. A was in the employ of the Fuel Company and was engaged in unloading the cargo of defendant's ship, working in the hold. While so doing he was injured through the negligence of the defendant. He brought a common law action for damages. *Held,* that the Minnesota Workmen's Compensation Act applied even though it was not set up in the complaint and although the injury occurred on a ship engaged in interstate commerce. *Lindstrom* v. *Mutual S. S. Co.,* (Minn. 1916), 156 N. W. 669.

Most of the compensation laws now in force in the states are in terms sufficient to apply to any injuries received within the states, the only question being as to whether they are superseded by the Federal regulations. This may be decided under principles already firmly established by decisions of the United States Supreme Court. As to those cases relating to interstate commerce which admit of diversity of treatment according to local conditions, the states may act within their respective jurisdictions until Congress sees fit to act. *Minnesota Rate Cases,* 230 U. S. 352, 57 L. Ed. 1511. When Congress has acted upon a matter within its power, the state act is superseded. *Smith* v. *Alabama,* 124 U. S. 465, 31 L. Ed. 508. The present Federal Employers' Liability Act affects only railroads engaged in interstate commerce. *Mich. Central Ry.* v. *Vreeland, 227* U. S. 59, 57 L. Ed. 417. Ships and boats used by railroads as a part of their railroad systems are within the Federal act. *The Pawnee,* 205 Fed. 333; *The Passaic,* 190 Fed. 644. But Congress has not as yet legislated in regard to injuries in interstate commerce by water; the state therefore may. *Kennerson* v. *Thames Towboat Co.,* (Conn. 1915), 94 Atl. 372. In the case of *Chicago & N. W. Railway Co.* v. *Gray, 237* U. S. 399, 57 L. Ed. 1018, it was held that in an action for injuries received on any railroad in the state, both Federal and State laws will be